

CITY OF TORRANCE
GRANT PROGRAM FOR NON-PROFIT SOCIAL SERVICES
AGENCIES

GRANT AGREEMENT

GRANTEE AGENCY:

GRANT NUMBER: C2017-000

PROJECT TITLE:

PROJECT DIRECTOR:

THIS GRANT AGREEMENT (the "Agreement") is made and entered into as of this ____ day of February 2017 by and between the City of Torrance, a municipal corporation ("CITY"), and the Grantee Agency named above ("GRANTEE"), with reference to the following facts:

WHEREAS, GRANTEE operates a non-profit community program serving the residents of CITY, and;

WHEREAS, GRANTEE is in need of funds to provide its services:

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

PURPOSE OF THIS AGREEMENT AND FUNDING

CITY will provide GRANTEE with a sum not to exceed **(\$0,000) ____ Thousand Dollars**, to be used only for the specific project described in GRANTEE'S application, a copy of which is attached to this Agreement as Exhibit "A" and incorporated into the Agreement by this reference (the "Project").

ARTICLE II

USE OF FUNDS

- 1) If GRANTEE uses any of the grant funds for any purpose other than the Project, those funds must be returned to CITY.
- 2) At the termination of the grant period, GRANTEE must return to CITY any unexpended grant funds.

ARTICLE III

INCOME EARNED FROM THE PROJECT

All income earned by GRANTEE as part of or as a result of the Project will accrue to GRANTEE, so long as the income earned is expended on providing Project services to GRANTEE's clients.

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ARTICLE IV

NON-DISCRIMINATION

GRANTEE will provide its services without regard to the race, religious creed, color, national origin, ancestry, disability, medical status, age, sex or sexual orientation of any person.

ARTICLE V

LOCAL, STATE AND FEDERAL LAWS

GRANTEE will carry out the Project in conformance with all applicable laws, rules and regulations, including without limitation applicable federal and state guidelines dealing with permissible uses and limitations upon the permissible use of grant funds.

ARTICLE VI

TERMINATION OF GRANT AGREEMENT

In the event of GRANTEE's noncompliance with any provision of this Agreement, CITY may cancel, terminate or suspend this Agreement and withhold any further grant funds.

ARTICLE VII

CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that affects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

ARTICLE VIII

NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the CITY will be personally liable to GRANTEE, or any successor in interest of GRANTEE, in the event of any default or breach by the CITY or for any other reason arising under the terms of this Agreement.

ARTICLE IX

GRANT ACCOUNTING AND RECORDS

The GRANTEE must maintain records and accounts consistent with generally accepted accounting principles and must also provide for such fiscal control and fund accounting procedures as are necessary to assure proper disbursement and accounting for grant funds.

ARTICLE X

INSPECTION OF BOOKS AND RECORDS

The CITY has the right at all reasonable times to inspect the books and records of GRANTEE pertaining to the purposes of this Agreement.

ARTICLE XI

REPORTS

Prior to the termination of the Grant Period GRANTEE must provide CITY with the following reports:

- 1) A final financial report summarizing all expenditures of CITY grant funds, and;
- 2) A detailed narrative report stating what was accomplished with the grant funds.

ARTICLE XII

ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement constitutes the entire understanding and agreement of the parties. No amendment to this Agreement will be effective unless it is in writing and signed by duly authorized representatives of both parties.

ARTICLE XIII

POLITICAL ACTIVITIES

GRANTEE agrees that no grant funds will in any way be used for the furtherance of or opposition to any political activity or for the purpose of conducting partisan political activities.

ARTICLE XIV

GRANT PERIOD

The grant period terminates at midnight, **December 31, 2017**.

ARTICLE XV

NOTICES

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
 6. Addresses for purpose of giving notice are as follows:

GRANTEE:

GRANTEE
ADDRESS
CITY, CA ZIP
Fax:

CITY:

City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

CITY OF TORRANCE,
a municipal corporation

<<GRANTEE>>

By _____
Patrick J. Furey, Mayor

By _____
<<TITLE>>

ATTEST:

APPROVED AS TO FORM:
JOHN L. FELLOWS III

CITY ATTORNEY

Rebecca Poirier, MMC, City Clerk

By _____

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